IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.301 OF 2003

IN

SUMMARY SUIT NO.4104 OF 2002

Dr.Anil Bhaskar Ghagare. .. **Plaintiff.**

v/s.

Pradeep Shankar Shede. .. **Defendent.**

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Shri S.D.Mogre, advocate for the plaintiff.

Shri A.S.Khandeparkar, advocate for defendant.

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CORAM: D.G.DESHPANDE, J.

DATE : 5TH OCTOBER, 2004

P.C. :-

1. Heard advocates for the plaintiff and defendant. Reply is filed today. Same is taken on record. The main defence of the defendant is that plaintiff is money lender and hence comes under the provisions of Bombay Money Lender's Act. I do not find any merit in this defence. No instances of the plaintiff having similar transactions with others in the society have been quoted. If loan is given to the defendant on different occasions by different promissory notes, it cannot be only held on that basis that the plaintiff is money lender. Therefore, conditional leave to defend is

granted to the defendant upon depositing Rs.4,75,000/- within 8 weeks. The Summons for Judgment is disposed of accordingly. The suit is transferred to the commercial cause. Certified copy expedited.

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